



**SPECIAL TERMS AND CONDITIONS
SOUTHERN WASTE UNITS (SWU) EXCAVATION/
ON SITE DISPOSAL FACILITY (OSDF) PHASE II**

November 17, 1997

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
SC-1	Name Change	1
SC-2	Additional and Revised Definitions	1
SC-3	Order of Precedence	3
SC-4	Ordering	3
SC-5	Subcontracts	4
SC-6	Project Work Hours and Holidays	4
SC-7	Security Requirements	5
SC-8	Drawings, Specifications, and Instructions Furnished by FDF	5
SC-9	Errors, Discrepancies and/or Omissions	6
SC-10	Redline/As-Built Drawings	6
SC-11	Project Meetings	7
SC-12	Disposition of Contractor Provided Equipment and Tools That Have Become Contaminated	7
SC-13	Modification Proposals Price Breakdown	9
SC-14	Advance Agreement on Contractor Mark-Up	9
SC-15	Progress Evaluation and Invoicing	10
SC-16	Daily Reports	11
SC-17	Tie-Ins and Interruptions of Existing Services and Utilities	11
SC-18	Protection of Work and Property	12
SC-19	Site Location and Parking	13
SC-20	Minimization, Disposal and Cleanup of Waste	14
SC-21	Correspondence and Communication	14
SC-22	Authorization To Mobilize	15
SC-23	Preservation of Antiquities, Wildlife, and Land Areas	15
SC-24	Checklist Prior to Leaving the Site and Contract Closeout	15
SC-25	State and Local Taxes	16
SC-26	General Site Rules	17
SC-27	Requirements Regarding Payment of Wages and Fringe Benefits	17
SC-28	Codes and Standards	18
SC-29	Limitation on Overtime	18
SC-30	Notification of Fuel Storage Tanks	19
SC-31	Notice of Requirements for Affirmative Action to Ensure Equal Opportunity	19

SC-32 Suspect/Counterfeit Parts	21
SC-33 Performance of Work by the Contractor	21
SC-34 Environmental Protection	22
SC-35 Contractual Authority	22
SC-36 Modification Authority	22
SC-37 Assignment of Former FERMCO Employees for Contract Work (April 1995)	23
SC-38 Key Personnel	23
SC-39 Key Lower-Tier Subcontractors	24
SC-40 Limitation of FDF Liability	24
SC-41 Exercise of Options	25
SC-42 Unit Cost Adjustment for Variation From Estimated Quantity Ranges	26
SC-43 Quantity Surveys (April 1984)	26
SC-44 Termination for Convenience of FDF	27
SC-45 FDF Property (Facilities Acquisition)	28
SC-46 Buy American Act - Construction Materials (June 1997)	31
SC-47 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding (October 1995)	33
SC-48 Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding (December 1995)	35

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

SC-1 NAME CHANGE

As of August 28, 1996 FERMCO's name was changed to Fluor Daniel Fernald (FDF). All references herein to FERMCO are understood to refer to the same corporation whose name is now FDF. Similarly, any references to FERMCO in correspondence, memoranda or other writings arising under, relating to or otherwise required by any provision of this contract will be understood to refer to FDF as one and the same corporation.

SC-2 ADDITIONAL AND REVISED DEFINITIONS

Refer to the General Provisions and make the following changes to the article titled "Definitions".

Add the following Definitions:

- A. "FEMP" means the Fernald Environmental Management Project.
- B. Notice to Proceed (NTP) - A written notice, signed by the Contract Administrator (CA), issued to the Contractor after receipt of bonds (when required) authorizing the Contractor to proceed with other requirements of the Contract.
- C. Authorization to Mobilize - A written notice, signed by the CA, issued to the Contractor, authorizing the Contractor to proceed with on-site work.
- D. Contract Modification - A document issued to incorporate any changes to the Contract documents.
- E. Contract Administrator (CA) - The authorized representative of Fluor Daniel Fernald (FDF), who is appointed by the Procurement Manager to administer the Contract and is the only person authorized to make changes to the Contract.

Note: Due to internal FDF Human Resources Changes, the CA may occasionally appear in FDF documents under the title of Acquisitions Team Administrator.
- F. Construction Contracts Manager (CCM) - The authorized representative of FDF, who is appointed by the Construction Manager to perform the technical administration of the work in the field.
- G. Construction Engineer (CE) - The authorized representative of FDF, who reports to the CCM and is responsible for coordinating resolution of technical questions, construction testing and start-up.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- H. Construction Coordinator (CC) - The authorized representative of FDF, who reports to the CCM and is responsible for obtaining permits and for coordination with FDF Site Service Organizations.
- I. Contractor - The person or organization entering into this Contract with FDF.
- J. Acceptance (For Warranty Purposes) - The issuance of a Final Acceptance Report by FDF signifying that the supplies and/or services provided by the Contractor are complete and FDF takes responsibility for them.
- FDF Takes Possession (For Warranty Purposes) - FDF is considered to have "taken possession" of a warranted item after installation of the item has been accepted and the item has been accepted for operation by FDF.
 - FDF is not considered to have "taken possession" of warranted items that have only had their installation accepted and are undergoing start-up and testing by FDF, until the testing has been completed and the items accepted by the Facility Owner.
 - FDF is not considered to have "taken possession" of warranted items that have been Conditionally Accepted by FDF until the start-up and testing of the items is complete.
 - FDF is considered to have "taken possession" of a warranted item if FDF elects to operate an item under their responsibility for support of construction activities such as using an overhead crane.
- K. Controlled Document - Document controlled by a system to ensure that the latest revision/issue of the document is distributed to designated personnel.
- L. Construction Manager (CM) - The authorized representative of FDF who has overall technical responsibility for construction of this project. The Construction Manager may delegate responsibilities, duties, and receipt of correspondence and documents as necessary.
- M. PACM - Presumed asbestos containing material.

Change the following definitions:

Definition (e) "Seller" is changed to read "Contractor".

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

SC-3 ORDER OF PRECEDENCE

In place of the General Provisions article titled "Order of Precedence," the following order of precedence shall apply:

First, the Construction Contract Form FS-F-798:

Then, the Statement of Work, Part 6, and Environmental, Health, Safety and Training Requirements, Part 8, and Quality Assurance Requirements, Part 9

Then, the Special Terms & Conditions, Part 4

Then, the General Provisions, Part 3

Then, the Technical Specifications, Part 7

Then, the Construction Drawings, Part 7

Then, all other documents, including Contractor's Technical Proposal integrated into the Contract.

SC-4 ORDERING

- A. Upon contract award, firm fixed lump sum Base Contract Line Item Numbers (CLIN's) will be obligated and considered awarded. Upon contract award, firm fixed unit priced Base Contract CLIN's will be ordered in quantities within the CLIN quantity range at the negotiated firm fixed unit price.
- B. FDF may, by unilateral modification, increase or decrease quantities of firm fixed unit priced CLIN's not yet executed. For price adjustment of ordered quantities outside the estimated range refer to Special Condition titled "Unit Cost Adjustment for Variation from Estimated Quantity Ranges."
- C. Options will be ordered in accordance with Special Condition "Exercise of Options". Once options are exercised, Option CLIN's will be ordered and controlled in accordance with paragraph B above. FDF may exercise performance of some or all firm fixed unit priced CLIN's associated with Option "A" or Option "B".
- D. There are three CLIN's which are administrative allocations to the Contract: (1) Removal of Friable PACM; (2) SWU Excavation Stoppage Allocation; and, (3) Off Hours Dust Alert Response. All three CLIN's will be ordered as necessary by the CM.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

Contractor will obtain daily CM signature verifying ordered quantities. SWU Excavation Stoppage Allocation will be priced in accordance with Special Condition "Advanced Agreement on Contractor Mark-up.

- E. CLIN's titled "Excavation and clay backfill below design subgrade not to exceed 10,000 BCY", will be exercised at the direction of the CM. Contractor is to obtain daily CM signature verifying ordered quantities.

SC-5 SUBCONTRACTS

- A. It is the Contractor's responsibility to define the limits of work of his Subcontractors and to provide a complete job.
- B. The Contractor is fully responsible to FDF for the acts and omissions of its lower-tier Contractors and of all persons either directly or indirectly employed by them, just as the Contractor is responsible for the acts and omissions of persons directly or indirectly employed by it under this Contract.
- C. Nothing contained in this Contract shall be construed as creating a contractual relationship between any lower-tier Contractor and FDF nor as relieving the Contractor of its obligations to FDF hereunder.

SC-6 PROJECT WORK HOURS AND HOLIDAYS

- A. Normal work hours are from 6:30 a.m. to 5:00 p.m., Monday through Friday. Contractors must request written authorization from FDF, seven calendar days in advance, to work outside of these hours.
- B. Holidays will be observed in accordance with provisions of the Project Labor Agreement.
- C. FDF staff observes different holidays than those observed for construction labor. The Contractor shall be prepared to provide projections of administration support needed during the staff holidays when requested by the Construction Representative.
- D. The Contractor shall notify and receive approval from the CCM 24 hours in advance when work is planned on Craft holidays.
- E. The Project Schedule is based upon a five day, 10 hour work week. The Contractor is to plan its work in accordance with the Project Schedule.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

SC-7 SECURITY REQUIREMENTS

- A. Employees of the Contractor and lower tier Contractors who are not citizens of the United States of America will require additional access forms for admission to the site. Processing time depends on the country of citizenship and can be a lengthy process. Cost and time for delays caused by processing approval for access shall be the Contractor's responsibility. It shall be the Contractor's responsibility to ascertain citizenship status of all employees who will work at FEMP.
- B. The Contractor's superintendent is responsible for initiating an Access Request Form 48 hours prior to bringing personnel on-site.
- C. Identification Badges - On the first day of work, all Contractor personnel must report to FDF Security for badge processing.

Security badges (credit card type) are property of the U. S. Government and must be worn at all times. The Contractor shall immediately report lost badges.

Upon termination of employment, or when work under this Contract is complete, authorization for admittance of the involved personnel will be canceled and their picture badges must be returned to FDF Security. The return of badges shall be the Contractor's responsibility. Final payment on the Contract may be withheld until badges are returned or until satisfactory evidence is presented that a reasonable effort has been made to recover unaccounted badges.

Contractor employees who will require entrance to FEMP for less than twenty-one (21) working days will be issued a temporary Contractor's Badge. These badges must be returned to FDF Security at the end of each day.

- D. Failure to comply with these requirements could cause delay to personnel in gaining entrance to FEMP. FDF will not be responsible for cost due to Contractor caused delays.

SC-8 DRAWINGS, SPECIFICATIONS, AND INSTRUCTIONS FURNISHED BY FDF

- A. FDF will furnish the Contractor with 4 controlled copies of the drawings and specifications for the work, and 1 set of reproducible drawings without cost to the Contractor. Additional copies are the responsibility of the Contractor. The Contractor shall employ a written, administrative system approved by FDF to assure that copies are controlled.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- B. Additional instructions may be furnished by FDF as required for the proper execution of the work by issuing controlled drawings or written instructions, or by oral instructions which will be confirmed in writing within five (5) working days upon request of the Contractor.

Drawings and/or instructions shall conform to the Contract or shall be reasonably inferable therefrom.

- C. All drawings, specifications and copies thereof furnished by FDF are the property of the Government. They are not to be used on other work, and with the exception of the Contract set, are to be returned to FDF on request at the completion of the work.
- D. Only controlled documents shall be used in the work.

SC-9 ERRORS, DISCREPANCIES AND/OR OMISSIONS

- A. Document Review - Prior to execution of the work, the Contractor shall review all Contract documents and shall immediately report all errors, discrepancies, and/or omissions discovered to FDF in writing, with one (1) copy of the conflicting documents marked in red, clearly indicating the discrepancy. FDF will promptly make a determination in writing, of the disposition to be made thereof. If the Contractor uses the "Order of Precedence" clause to resolve any error, discrepancy, and/or omission, the notification requirements of this clause remain in effect and the Contractor shall state how the conflict has been resolved.
- B. Omissions - Omissions from the drawings and/or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, of which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and/or specifications.

SC-10 REDLINE/AS-BUILT DRAWINGS

The Contractor shall maintain, at the jobsite, an up to date set of Contract drawings marked to reflect the work as placed. As-built variances shall be shown in red, dimensioned, and shall reflect the actual entity. One (1) set of as-built drawings indicating the affected work shall be furnished to FDF, 20 days after completion of the activity for non soils projects, and 24 hours after completion of a soils project , along with the jobsite copy, prior to conditional or final acceptance of that part of the work. Redline/as-built drawings submitted to FDF shall be on a current, controlled

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

copy of the drawings. The Contractor is not required to annotate FDF Drawing Change Notice revisions on the drawings.

SC-11 PROJECT MEETINGS

- A. The Contractor's corporate/owner representatives, site project manager and lead managers of each department will be required to participate in an "alignment meeting" after notice to proceed. The meeting will be hosted by FDF and will include the appropriate FDF counterparts. The objective of this meeting is to establish common goals and joint execution plan to accomplish the contracted scope of work with emphasis on safety, quality, compliance with regulatory requirements, budget and schedule. The meeting is expected to last two days.
- B. Prior to the start of construction, the CM will chair a "kick-off" meeting. The Contractor's Project Manager, Field Superintendent, Safety Representatives, and Quality Control Manager and key lower tier Contractor representatives shall attend.
- C. FDF will hold weekly or bi-weekly job-site project meetings for the purpose of ensuring orderly and expeditious completion of the work and to provide coordination and communications between all parties involved. Such meetings will be chaired by FDF's CM and include the Contractor's superintendent, safety representative and, when required, responsible representatives of lower tier Contractors, and vendors or suppliers.

At these meetings, schedules and progress shall be reviewed, work activities and administrative procedures coordinated, problem areas identified and corrective actions initiated, pending changes discussed, and safety activities reported. Any other pertinent or timely subjects should be included on the meeting agenda. Minutes of each meeting shall be promptly issued by FDF to all attendees.

SC-12 DISPOSITION OF CONTRACTOR PROVIDED EQUIPMENT AND TOOLS THAT HAVE BECOME CONTAMINATED

- A. The Contractor shall use its own equipment in performing the required work under this Contract. The Contractor shall provide FDF with a list of all tools, vehicles, equipment, and material used on another radiological controlled site 10 days prior to bringing the items on site. Tools, vehicles, equipment, and material will be inspected for radioactive contamination by FDF personnel prior to initial entry into the radiologically controlled area. All tools, vehicles, equipment, and material will be surveyed for contamination by FDF prior to removal from the controlled area.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

It is the Contractor's responsibility to plan and coordinate work to minimize the potential for contamination on tools, equipment, and vehicles. Preventative measures shall be taken where practical including, but not limited to, minimizing the amount of material entering radiologically controlled areas to that required for the performance of work, locating equipment in areas with the least potential for contamination, and implementing the use of protective coverings or wrappings.

- B. Should the Contractor's equipment or tools become contaminated, they will have to be decontaminated. The Contractor shall perform decontamination of his equipment or tools to the extent practical (i.e. wipe down, scrape, or wash) at its expense, before removal from the area. If a radiological survey determines that additional decontamination is necessary, FDF will perform the decontamination.

The Contractor shall allow FDF reasonable time (a minimum of five (5) working days, excluding weekends and holidays) in which to attempt decontamination of the item(s) in question. Decontamination required beyond these described will be handled under the Article Titled, "CHANGES" of the General Provisions.

- C. If decontamination proves impracticable or impossible, the tools, material, or equipment in question will be retained and an equitable adjustment of the fair market value of the equipment for same will be negotiated with the Contractor provided that:

1. There is no fault or negligence of the Contractor contributing to the contamination.
2. The Contractor has followed all the specific instructions of the authorized HP personnel.
3. Item or equipment confiscated from the Contractor is documented by the Confiscation Notice furnished to the Contractor by FDF and signed by HP personnel and the CM or his designee.

- D. If reimbursement is required for tools, material, or equipment, the following compensation will be made:

1. Expendable items such as portable hand tools, ladders, scaffolding, and porous or fibrous items utilized in a contaminated area with a value less than \$1,000 (original purchase price) will be surveyed for contamination, if the items are found to be contaminated the items will be abandoned at the site. There will be no equitable adjustment made for these items.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

2. Should the Contractor's non-expendable tools, vehicles, and/or equipment with a value greater than \$1,000 (original purchase price) become contaminated, and these items can not be decontaminated an adjustment will be determined in accordance the current revision of the "Green Book Series" as published by the Machinery Information Division of K-III Directory Corporation.
 - a. The equipment must be in operating condition commensurate with the depreciation value.
 - b. The Contractor will be required to provide operation, maintenance, and parts catalogs/manuals for each piece of equipment retained by FDF for which reimbursement is made to the Contractor.
- E. It shall be assumed that small tools used for decontamination work, HEPA vacuum cleaners, respirators, wooden scaffold, wooden ladders and miscellaneous fibrous materials cannot be decontaminated and must be left on site after contract completion at no cost to FDF.

SC-13 MODIFICATION PROPOSALS PRICE BREAKDOWN

The Contractor, shall furnish a price breakdown, itemized as required by the CA for any proposed Contract modifications. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, Contract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for lower tier Contracts shall be supported by a similar price breakdown. If the proposal includes a time extension, a justification shall be furnished. When requested by FDF, the Contractor shall supply a critical path network showing the effect of the proposed modification on the schedule. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the CA.

NOTE: Cost of Contractor owned construction equipment shall be priced according to the U. S. Army Corp of Engineers (ACOE) "Construction Equipment Ownership and Operating Schedule," Region II Manual (EP-1110-1-8: Volume 2).

SC-14 ADVANCE AGREEMENT ON CONTRACTOR MARK-UP

The following applies to neither quantity variances nor SWU Excavation Work Stoppage Allowance:

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

Any adjustment in contract price, whether additive or deductive, resulting from a change under this Contract not attributable to the suspension clause shall not include any mark-up for overhead and profit in excess with that defined below:

- a. To any Contractor at any tier, for work being performed by that Contractor's employees, 15% mark-up for overhead and a 10% mark-up for profit shall be allowed on direct labor, direct material, direct rental, and direct equipment usage costs.
- b. To any Contractor at any tier, on work performed by one of its direct lower tier Contractor(s) or consultant(s), the Contractor shall be provided a total mark-up of 10% on those Contractor(s) or consultant(s) price to offset the costs of administering the work of the Contractor incurring direct cost.

The Contractor shall include the provisions of this clause in all Contracts and shall further require such Contractors at every tier to make the provisions hereof a requirement of all Contracts.

The following only applies to SWU Excavation Stoppage Allowance:

The Contractor shall allow for infrequent interruptions during the excavation of the Southern Waste Units. These interruptions will be considered a delay if the interruptions exceed one hour total work time during a work day. The Contractor may submit requests for adjustment for such a delay in excess of one hour. FDF support, oversight and monitoring activities, such as the monitoring of each excavation lift, pre-certification and certification activities, quality control and assurance inspections, and other related activities shall not be considered work stoppage or work interruptions. The Construction Manager will confirm the delay times on a daily basis as noted in the Contractor's daily report. The costs for delays will apply only to equipment and personnel affected at the time the delay takes place. Equipment costs will be based on the latest edition of the Construction Equipment Ownership and Operation Expense Schedule, Region II, manual of the United States Army Corps of Engineers or prorated rental rates for rented equipment. Labor costs will be reimbursed at the rate to exclude overhead and profit. Delays will be reconciled monthly with the current invoice.

SC-15 PROGRESS EVALUATION AND INVOICING

- A. Contractors are to invoice FDF for progress payment on a monthly basis along with submittal of the monthly Project Schedule updates (see Part 6, Section 13).

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- B. Progress Payments are invoiced based on a month long billing period. A monthly billing period begins the day following the cutoff date (**EXHIBIT "5"**) of the previous month and extends through the cutoff date for the following month.
- C. The Contractor's Pay Item Schedule Invoice (**EXHIBIT "2"**) shall list the Pay Item Schedule Item descriptions. Change Orders must be listed and subtotaled separately on the invoice except where they are a modification of an existing pay item. (Note: A modification may incorporate more than one Change Order.)
- D. Prior to submitting the Pay Item Schedule Invoice Summary (**EXHIBIT "3"**) to the CA for payment, the Contractor's representative shall schedule a "progress evaluation meeting" with the CM, in order to reach agreement upon the percentage or quantity complete for each of the line items on the invoice. The percentages or quantities agreed to during this "progress evaluation meeting" shall be the basis for the amounts invoiced.
- E. Unless otherwise provided in Part 6, Statement of Work, material and equipment costs shall be invoiced when installed.
- F. Invoices will not be approved for payment until acceptable initial schedule and monthly updates are submitted and up to date.

SC-16 DAILY REPORTS

The Contractor shall make a daily written report, using the attached **EXHIBIT 1**, to the FDF CM by 10:00 A.M., for the preceding day.

SC-17 TIE-INS AND INTERRUPTIONS OF EXISTING SERVICES AND UTILITIES

- A. The Contractor shall make arrangements with the Construction Coordinator a minimum of five (5) full working days in advance of its need for interruption of existing services and utilities. Outage requests shall be submitted for approval on a FDF "Outage Request Form". All operations required for the tie-in shut-down and start-up i.e., operations of valves, breaker switches, etc., will be performed by FDF. The actual tie-in work will be performed by the Contractor. Upon completion of the work, any equipment disconnected or put out of service shall be reconnected and restored to the original operating condition unless otherwise required by the Contract drawings and/or specifications. The Contractor is required to plan all outages in advance so that downtime of utilities and/or facilities will be held to a minimum.
- B. Impairments to critical fire protection systems shall normally be corrected within eight (8) hours. Specific advance approval is required where continuous effort will not be provided to reactivate the system.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- C. Lock and tag out of existing utilities shall be in accordance with FDF procedures. Contractor will lock and tag in addition to FDF.
- D. No work or tie-ins will be scheduled before all materials and/or equipment required to complete the work is on hand.
- E. The locations of existing underground services and utilities as indicated on the drawings are approximate. Connections to services and utilities located within ten (10) feet horizontally and two (2) feet vertically of the location shown on the drawings shall be considered to be within the scope of this paragraph. Underground services and utilities located more than ten (10) feet horizontally and two (2) feet vertically from the location indicated on the drawing shall be considered as a "changed condition" and work incident thereto shall be prosecuted in accordance with Part 3 General Provisions article titled, "Differing Site Conditions".

SC-18 PROTECTION OF WORK AND PROPERTY

- A. Until final acceptance of the work under this Contract, the Contractor shall continuously maintain adequate protection of its work (including work in progress) from damage, and shall protect from loss or damage in a manner satisfactory to FDF all things to be incorporated into the FEMP, and the FEMP itself, including FDF furnished and Government-owned machinery, equipment, materials, and supplies being handled, whether in storage on or off the site, at the marshaling yards, under the care, custody, or control of the Contractor or any of its lower tier Contractors, including property considered for progress payments, as well as other property of the Government.
- B. The Contractor shall provide protection of its work from freezing, rain, and from other elements which would be harmful to it. The Contractor shall furnish heat or protective shelters or temporary buildings as required for the execution and protection of the work.
- C. The Contractor shall not load or permit any part of any structure to be loaded with a weight that would endanger the safety of the structure, and it shall provide and maintain adequate temporary supports, shores, and bracing to keep the work safe from failure or damage due to any loads that may be imposed on structures during construction.
- D. No work shall be done in finished areas or over finished floors unless due precautions have been taken to prevent soiling or damage resulting from such work.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- E. The Contractor is responsible for cleaning all soil and debris (created by the Contractor) from the roadways to the satisfaction of FDF.
- F. When unforeseen existing utilities and/or other obstructions are encountered within the limits of the Contractor's work, the Contractor shall immediately notify FDF's CM before proceeding with the work.

SC-19 SITE LOCATION AND PARKING

- A. This project is located at the U.S. DOE Fernald Environmental Management Project, Fernald, Hamilton County, Ohio. The exact job site location and access to the job site is provided in Part 6 of this Contract.
- B. FDF will provide parking space for the Contractor in an area generally accessible to the location of the work. FDF will further designate an area for employees of the Contractor and its lower tier Contractors.

SC-20 MINIMIZATION, DISPOSAL AND CLEANUP OF WASTE

- A. The Contractor is required to clean up the work area on a daily basis. At the close of each day's work, all small quantities of waste and debris shall be gathered up and disposed of as designated in Part 6, Statement of Work. Waste and debris shall not be allowed to accumulate in large enough quantities to create an unsightly appearance, a safety or fire hazard, or interfere in any way with free access to, and operation of existing facilities. All construction areas shall be thoroughly cleaned to the satisfaction of FDF prior to final acceptance of the completed Contract.
- B. Any material or equipment furnished by the Contractor for the execution of the specified work and later determined to be in excess of the Contractor's requirements due to design or scope changes shall be disposed of by the Contractor only with the written permission of FDF.
- C. The Contractor shall in all cases minimize waste material brought on the site by un-wrapping, de-containerizing or un-packing equipment, materials and tools prior to bringing them on the FEMP site. This will be done in an effort to keep as much packing material off-site as possible.

Changing of oil or hydraulic fluid must take place outside of the radiologically controlled area. The Contractor is responsible for disposal of waste oil and hydraulic fluid.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- D. Waste Disposal: All material determined to be waste will be surveyed for radioactive contamination prior to removal from the site. Surveying will be performed by FDF, to classify the waste into the following two (2) categories for disposal purposes:
1. Uncontaminated Waste: Uncontaminated office waste and construction waste shall be removed off site as Contractor's property in a safe, timely, acceptable manner, in accordance with the applicable laws and ordinances, and as prescribed by authorities having jurisdiction. No waste material and/or debris shall be buried or otherwise allowed to remain on the site. The Contractor shall be responsible for the location of disposal site, for trash and debris, for the hauling, and for the disposal costs.
 2. Contaminated Waste: Specific directions for the handling of contaminated waste resulting from the Contractor's activities will be provided in Part 6, Statement of Work.
- E. Any material or equipment furnished by the Contractor for the execution of the specified work and later determined to be in excess of the Contractor's requirements due to design or scope changes shall be disposed of by the Contractor only with the written permission of FDF.
- F. The Contractor shall notify FDF twenty-four (24) hours prior to the proposed time of removal of equipment and/or excess material which were used in the execution of the work under this Contract. FDF will arrange to have this equipment and/or excess material monitored for contamination.

SC-21 CORRESPONDENCE AND COMMUNICATION

- A. The Contractor's address established at the kick-off meeting or its job-site office are hereby designated as places to which notices, letters or other communications to the Contractor shall be mailed or delivered. The effective date of mailed communication shall be the postmarked date of mailing. Nothing herein shall preclude the service of any notice, letter, or other communication personally to the Contractor.
- B. The Contractor's site representative shall receive all job-site communications which shall be as binding on the Contractor as if submitted to the Contractor's address appearing in the Contract. Important communications shall be in writing or confirmed in writing if given orally. Other communications will be confirmed on written request from the Contractor's superintendent.
- C. The Contractor shall forward all Contractual (Commercial) correspondence to the CA with copies to the CM and Engineering/Construction Document Control (ECDC). The

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

Contractor shall forward all technical correspondence to ECDC with copies to the CM and the CA.

- D. Technical submittals, as well as medical and training records, shall be transmitted in accordance with "Contract Submittal Requirements" located in Part 7 of this solicitation.

SC-22 AUTHORIZATION TO MOBILIZE

Authorization to Mobilize will be issued following receipt of acceptable insurance, S&H Program, Quality Assurance Program, Pay Item Values, Contractor Baseline Schedule, the signed Project Labor Agreement Letter of Assent and Notification of completion of the Pre-Job meeting with the Greater Cincinnati Building and Construction Trades council.

SC-23 PRESERVATION OF ANTIQUITIES, WILDLIFE, AND LAND AREAS

- A. Federal law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics, and artifacts. The Contractor shall control the movements of its personnel and its lower-tier Contractor personnel at the job-site to ensure that any existing antiquities discovered thereon will not be disturbed or destroyed by such personnel. It shall be the duty of the Contractor to report the existence of any antiquities so discovered. Contractor shall also preserve all vegetation except where such vegetation must be removed for survey or construction purposes. Further, all wildlife shall be protected from destruction or injury due to the Contractor's operations.
- B. Except as required or specifically provided for in the drawings, specifications or other provisions of this Contract, the Contractor shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the FEMP without the prior approval of FDF.

SC-24 CHECKLIST PRIOR TO LEAVING THE SITE AND CONTRACT CLOSEOUT

Prior to leaving the FEMP due to termination or transfer, each Contractor and lower tier Contractor employee must complete the termination checklist Exhibit "6".

The Contractor is responsible for assuring that each Contractor and his subcontractor employee complies with these requirements. In the event that an employee leaves the Contractor's or his Contractor's employ and refuses to comply with this requirement the Contractor shall attempt to contact the employee by registered mail and notify them of the requirement. It is the Contractor's responsibility to pay the employee's wage for the time necessary to comply with exit In Vivo requirements at no extra cost to FDF. Unless the

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

Contractor makes arrangements for Exit Invivo and other requirements in advance of termination or transfer of an employee or makes the notification by registered mail above, FDF will withhold final payment of this Contract. FDF will release any such retained amounts after the compliance with these requirements or the affected Contractor presents evidence of it's attempt to contact the employee by registered mail.

B. Prior to final payment, the Contractor shall:

1. Complete clean up and removal of all material, tools and equipment from the FEMP.
2. Satisfactorily furnish all vendor data, including as-builts.
3. Complete all commercial requirements.
4. Assure that all Contractor and lower tier Contractor employees meet the requirements of A.

When Contractor or lower-tier Contractor employees cease work on one Contract and start work on another Contract at the FEMP without changing employers, the Contractor shall notify the FDF Access Administration. Exit processing per the requirements of Exhibit 6 will not be required.

When a Contractor or his subcontractor employee changes employers but remains on the FEMP site, the Contractor shall have the employee processed according to Exhibit 6.

SC-25 STATE AND LOCAL TAXES

The Contract price does not include any amount for Ohio sales or use taxes on buildings and construction materials to be incorporated into a structure or improvement to real property owned by the Government, or any other item which a State of Ohio sales tax exemption applies. A State of Ohio, Department of Taxation, construction contract exemption certificate will be provided by the CA with the Notice of Award.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

C-26 GENERAL SITE RULES

- A. Signs - FDF will approve size, number and locations of all Contractor signs.
- B. Photographs - No photographs of the project, or any part of it, will be allowed without the express written consent of FDF. No cameras or video recorders shall be allowed on site without authorization from FDF.
- C. Confidentiality - Publications, broadcasts or advertisements in any media concerning the subject matter of this Contract shall not at any time be made by or on behalf of the Contractor, or its lower tier Contractors (including vendors) unless prior written authorization is obtained from FDF.

SC-27 REQUIREMENTS REGARDING PAYMENT OF WAGES AND FRINGE BENEFITS

- A. Minimum Wages and Benefits Required By the Davis-Bacon Act. Reference the article titled "Davis-Bacon Act" of the General Provisions. The applicable Davis-Bacon Wage/Fringe Determination for Hamilton County, Ohio, is in Attachment No. 1 to these Special Terms and Conditions.
- B. Wages and Fringe Benefits Required by the Project Labor Agreement. Reference is made to the following provisions of this Contract which require that the Contractor pay the hourly wage rates and fringe benefits negotiated under the Project Labor Agreement (PLA):
 - 1. The "Contents" portion of the IFB/RFP, which incorporates the provisions of the PLA into this Contract.
 - 2. The article titled "Wages - Davis Bacon and Project Labor Agreement" of the Instructions To Bidders.
- C. The Contractor shall pay the greater of the hourly wage rates and fringe benefits as required by either of the following:
 - 1. Davis Bacon Wage Determination of the Secretary of Labor incorporated into this Contract; or
 - 2. PLA, whichever is applicable.
- D. FDF will review the certified payrolls submitted pursuant to the article titled, "Payrolls and Basic Records", of the General Provisions to ascertain compliance with the preceding paragraph (C). The certified payrolls shall be submitted within (5) calendar

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

days after the end of the covered weekly payroll period and addressed to the attention of FDF's cognizant CA.

- E. The Contractor shall post, on the job-site, a listing of the wage rates applicable and being paid for each craft and classification. Such posting shall be prominently displayed for viewing by employees, and shall be revised or updated as applicable.
- F. The FDF PLA hourly wage rate and fringe benefit package will be adjusted on October 1 of every year. Accordingly, it is the Contractor's responsibility to ascertain what hourly wage rates and fringe benefits will be paid under the PLA for the duration of this Contract since no adjustments will be made to the Contract fixed price for any increase or decrease in the hourly wage rates and fringe benefits for the duration of the Contract.
- G. The successful Bidder and all of its designated lower tier Contractors must execute the Letter of Assent (LA) to the PLA and comply with all terms and conditions thereof, including Appendix A, Wage Schedules, and any subsequent revisions. No other labor agreements i.e., local, regional or national in scope shall be recognized for work under this contract.
- H. FDF reserves exclusive right to clarifications or interpretations of PLA for Contractors.
- I. The successful Bidder shall participate in the Labor Management Cooperative Committee (LMCC) and coordinate all industrial relations issues through the FDF Industrial Relations (IR) Department.
- J. Breach of the PLA constitutes a material breach of this contract.

SC-28 CODES AND STANDARDS

Where reference is made in this solicitation to a nationally accepted code or standard, the revision in effect on the date of solicitation shall apply unless otherwise noted. Revisions to legal requirements (i.e. OSHA Regulations) shall be incorporated by the Contractor without cost to FDF.

SC-29 LIMITATION ON OVERTIME

In the event that substantial amounts of overtime must be used, the following requirements shall be applied:

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- A. A person shall not be permitted to work more than 16 consecutive hours, excluding shift turnover time;
- B. A person shall not be permitted to work more than 24 hours in any 48 hour period, excluding shift turnover time;
- C. A person shall not be permitted to work more than 72 hours in any 7 day period, excluding shift turnover time;
- D. A person shall not be permitted to work more than 14 consecutive days without having two (2) consecutive days off; and
- E. Except during extended shutdown periods, brief pre- or post-shift training sessions, or weather-related occurrences, the use of overtime shall be considered on an individual basis and not for the entire shift crew.
- F. If a person is required to work in excess of 12 continuous hours, his or her duties should be carefully selected. It is preferable that this person not be assigned any task that could possibly endanger the safe operation of the facility.

SC-30 NOTIFICATION OF FUEL STORAGE TANKS

The Contractor shall notify the construction coordinator at least two work days prior to bringing fuel storage tanks on site. The notification shall include:

- A. proposed location
- B. type fuel to be stored
- C. tank capacity
- D. construction material of secondary containment surrounding the tank
- E. capacity of the secondary containment

SC-31 NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY

- A. The bidder's or offeror's attention is called to the article titled "Affirmative Action Compliance Requirements for Construction" of the General Provisions - Construction Firm Fixed Price Contracts.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- B. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Fernald, Hamilton County, Ohio area are as follows:

Goals for minority participation for each trade: 9.8%

Goals for female participation for each trade: 6%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed.

- C. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on the following: 1) its implementation of the Equal Opportunity clause, 2) specific affirmative action obligations required by the clause titled "Affirmative Action Compliance Requirements for Construction," and 3) its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- D. The Contractor shall provide written notification to the Director, Office of Federal Contract Compliance Programs, within ten (10) working days following award of any construction Contract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the:
1. Name, address, and telephone number of the Contractor;
 2. Employer identification number of the Contractor;
 3. Estimated dollar amount of the Contract;
 4. Estimated starting and completion dates of the Contract; and
 5. Geographical area in which the Contract is to be performed.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- E. As used in the notice and in any Contract resulting from this solicitation, the "covered area" is Fernald, Hamilton County, Ohio.

SC-32 SUSPECT/COUNTERFEIT PARTS

Fastener Quality Act of 1990

The Fastener Quality Act of 1990 is applicable to all work performed under this Contract. Counterfeit or suspect fasteners shall not be provided or incorporated as part of this Contract. The Contractor shall provide written certification of compliance with this requirement and shall comply with all record keeping laws of the Act. Written certification of compliance will be required upon completion of the project and shall be submitted to FDF in accordance with the instructions for technical submittals in section SC-18 "Correspondence and Communications" herein.

It shall be the Contractor's responsibility to assure that counterfeit/suspect fasteners are not used in construction equipment used by the Contractor in the performance of the Contract.

REFURBISHED MOLDED-CASE CIRCUIT BREAKERS

Refurbished molded-case circuit breakers shall not be accepted for use in the performance of this Contract and will not be accepted at the FEMP site. Only molded-case circuit breakers meeting the standards of and approved by the Underwriters Laboratory (UL) will be used.

The attached Exhibit 3, "Environmental, Safety and Health Bulletin, DOE/EH-0266, Issue No. 92-4, dated August 1992 "DOE Quality Alert" (6 pages), provides information regarding the above.

"Suspect/Counterfeit Parts," Figure 1 (1 page) to the DOE Bulletin DOE/EH-0266 is provided for the Contractor's use in identifying suspect/counterfeit parts.

SC-33 PERFORMANCE OF WORK BY THE CONTRACTOR

The Contractor shall perform on the site, and with its own organization, work equivalent to at least FORTY-FIVE (45%) of the total amount of work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if during performance of the work, the Contractor requests a reduction and FDF determines that the reduction would be to the advantage of FDF.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

C-34 ENVIRONMENTAL PROTECTION

A. Pollution of Waterways:

The Contractor's construction and related activities shall be performed by methods that prevent entrance and accidental spillage of solid or liquid matter, contaminants, debris and other objectionable pollutants and wastes into streams, watercourses, flowing or dry, and underground water sources. Such pollutants and wastes will include, but will not be restricted to refuse, earth products, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, hazardous chemicals, oil and other petroleum products, aggregate processing tailings, and minerals salts. Pollutants and wastes shall be disposed of in accordance with applicable permit provisions and in a manner acceptable to and approved by FDF.

B. Storage and Disposal of Petroleum Products:

1. Petroleum products covered by this Section include gasoline, diesel fuel, lubricants, heating oils, and refined and used oil. During project construction, all petroleum products shall be stored in such a way as to prevent contamination of all ground and surface waters.
2. Storage facilities shall conform to the requirements of OSHA 1910.106 Subpart H and NFPA 30.

SC-35 CONTRACTUAL AUTHORITY

FDF representatives listed in this clause are the only individuals authorized to bind FDF in performance of the work under this Contract:

CCM (\$10,000.00 limit) - As appointed

Contracts Administrator - Dave Sablosky

Procurement Manager - Paul A. Simons

Procurement Director - Ed Green

SC-36 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this Contract, individuals listed in SC-34 "Contractual Authority," shall be the only individuals authorized to:

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- A. accept nonconforming work;
- B. waive any requirement of the Contract; or
- C. modify any term or condition of the Contract.

SC-37 ASSIGNMENT OF FORMER FERMCO EMPLOYEES FOR CONTRACT WORK (APRIL 1995)

The Seller shall not direct charge any costs to this contract arising from work or tasks performed by any former FERMCO employee who was separated voluntarily from FERMCO pursuant to the FY 1995 Fernald Environmental Management Project (FEMP) Work Force Restructuring Plan for a period of five years from the effective date of former employees' retirement or voluntary separation.

The Seller shall provide written certification of compliance with the provisions of this clause upon request of FERMCO.

If the Seller fails to comply with the provisions of this clause, this contract may be terminated for default in accordance with the contract clause entitled "Termination."

The Seller shall insert the provisions of this clause, including this paragraph (d) in all subcontracts hereunder.

SC-38 KEY PERSONNEL

The following positions are considered to be Key Personnel and are considered essential to the work being performed:

- ◆ Project Manager
- ◆ Project Engineer
- ◆ General Superintendent
- ◆ OSDF Area Superintendent / Construction Engineer
- ◆ SWU Area Superintendent / Construction Engineer
- ◆ OSDF Health & Safety Representative
- ◆ SWU Health & Safety Representative
- ◆ QA / QC Manager
- ◆ QC Inspector

The individuals whose resumes are included in the Contractor's proposal shall be those assigned to the subcontract on a full time basis. The Subcontractor shall serve written notification to the Contract Administrator, reasonably in advance, prior to diverting any of the specified individuals from the contract. The notification shall

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

provide justification, including proposed replacements, in sufficient detail to provide evaluation of the impact on the Subcontract work effort. No diversion of key personnel shall occur without the written consent of the Contract Administrator.

SC-39 KEY LOWER TIER SUBCONTRACTORS

Replacement of lower tier subcontractors and/or suppliers proposed by the Subcontractor and incorporated into the subcontract at award are subject to FDF approval. The Subcontractor shall serve written notification to the Contract Administrator, reasonably in advance, prior to replacing any of these specified lower tier subcontractors and/or suppliers. The notification shall provide justification and proposed replacement, in sufficient detail to permit evaluation of the impact on the subcontract work effort. No replacement of these lower tier subcontractors and/or suppliers shall occur without the written consent of the Contract Administrator.

SC-40 LIMITATION OF FDF LIABILITY

The contract contains numerous Contract Line Item Numbers (CLIN's) which are firm fixed unit prices based upon estimated quantity ranges. Accordingly, the contract amount payable by FDF for any Base CLIN (or for each Option CLIN that may be exercised) shall not exceed the orderd amount of that CLIN.

For those CLIN's which are estimated ranges, FDF is neither required to purchase nor to pay for any quantity in excess of the orderd CLIN quantity. Additionally, FDF may, by unilateral modification, increase or decrease the quantities of firm fixed unit priced CLIN's not yet received in accordance with the Special Condition titled "Ordering". If, at completion of base contract (or each subsequent option), the quantities ordered and received varies above or below the estimated quantity range, an equitable adjustment will be made in accordance with the Special Condition titled "Unit Cost Adjustment for Variation from Estimated Quantity Ranges."

The Contractor will notify the FDF Contract Administrator in writing at least forty-five (45) days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the orderd quantity for any CLIN will approximate 85 percent of the total estimated quantity then allotted to the CLIN for performance of any individual firm fixed unit priced CLIN. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

C-41 EXERCISE OF OPTIONS

FDF may exercise performance of Option "A" Contract Line Item's (CLIN's), Option "B" CLIN's, and/or Option "C" in accordance with the schedule below. Exercise of option(s) and/or individual option CLIN will be by unilateral modification.

Unit Priced CLIN's: Firm fixed unit priced CLIN's may be exercised selectively. Exercise of any individual firm fixed unit priced option CLIN will not commit FDF to exercise any other firm fixed unit priced option CLIN. Firm fixed unit priced CLIN's shall be priced as stated in the executed Construction Contract Form FS-F-789 unless quantities ordered by FDF are outside the estimated quantity range referenced for that CLIN in the Construction Contract Form FS-F-789. Quantities outside the estimated quantity range shall be priced in accordance with the Special Conditions Clause titled "Unit Cost Adjustment for Variation from Estimated Quantity Ranges." Firm fixed unit priced CLIN's associated with the Base Contract must be exercised prior to September 30, 1997.

Lump Sum CLIN's: If either Option "A" or Option "B" are exercised, FDF shall require the performance of all firm fixed priced lump sum CLIN's in each respective option. Firm fixed priced lump sum CLIN's shall be priced as stated in the executed Construction Contract Form FS-F-789.

OPTION SCHEDULE			
OPTION	EXERCISE NO LATER THAN	BONDS REQUIRED NO LATER THAN	COMPLETION NO LATER THAN
Option "A" Lump Sum Contract Line Items	February 5, 1999	February 16, 1999	February 16, 2000
Option "A" Unit Priced Contract Line Item(s)	May 15, 1999	N/A	February 16, 2000
Option "B" Lump Sum Contract Line Items	February 7, 2000	February 17, 2000	November 3, 2000
Option "B" Unit Priced Contract Line Item(s)	May 15, 2000	N/A	November 3, 2000
Option "C"	February 7, 2000	February 17, 2000	November 3, 2000

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

SC-42 UNIT COST ADJUSTMENT FOR VARIATION FROM ESTIMATED QUANTITY RANGES

The quantity ranges of unit priced Contract Line Item Numbers (CLIN's) are estimates only and are not purchased by this contract. FDF may, by unilateral modification, increase or decrease the quantities of firm fixed unit priced CLIN's not yet executed by the Contractor.

If the quantity of a unit priced item in this contract is based upon an estimated quantity range and the orderd and received quantity of the unit priced item at completion of base contract (or option) varies above or below the estimated quantity range, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above or below the estimated quantity range.

If a quantity variation is orderd such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the FDF Contract Administrator within 10 calender days from the beginning of the delay, or within such further period as may be granted by the Contract Administrator. Upon the receipt of a written request for an extension, the Contract Administrator shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contract Administrator, is justified.

Notwithstanding SC-13, Advance Agreement on Contractor Mark-up, any equitable adjustment in contract price under this clause shall be only for increase or decrease in contract line item cost and shall not include profit, overhead, unabsorbed overhead, or costs associated with site management and site burden.

This clause is not applicable to Base Contract CLIN and Option "A" CLIN titled "Excavation and Clay Backfill below design subgrade." FDF represents these quantities to be "not to exceed 10,000 in-place cubic yards"; this quantity does not represent a quantity range or variation.

SC-43 QUANTITY SURVEYS (APR 1984)

The following applies to contract line items whose ordered quantities are either "estimated Bank Cubic Yards" or "estimated In-place Cubic Yards".

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Contractor shall conduct the original and final surveys and make the computations based on them in coordination and with the oversight and verification

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

of FDF. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of FDF, unless the Contract Administrator waives this requirement in a specific instance.

(c) The Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to CM, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the CM.

SC-44 TERMINATION FOR CONVENIENCE OF FDF

Refer to the General Provisions and make the following changes to the article titled "Termination for Convenience of FERMCO". Replace paragraphs (e) and (f) as follows:

(e) Subject to paragraph (d) above, the seller and FDF may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be amended, and the seller paid the agreed amount. Paragraph(f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Seller and FDF fail to agree on the whole amount to be paid the Seller because of the terminated work, FDF shall pay the Seller the amounts determined as follows, but without duplication for any amounts agreed upon under paragraph (e) above:

(1) The contract price for completed unit priced contract line items accepted by FDF not previously paid for.

(2) For lump sum contract work performed before the effective date of termination, the total (without duplication of any items) of --

(i) The cost of this work;

(ii) The contract line item titled "Contract Demobilization"

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

(iii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (I) or (ii) above; and

(iv) A sum, as profit on (I) above, determined by FDF under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Seller would have sustained a loss on the entire contract had it been completed, FDF shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including --

(I) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

SC-45 DOE PROPERTY (FACILITIES ACQUISITION)

A. Definitions.

"Facilities," as used in this clause, means all property provided under this contract.

"Related contract," as used in this clause, means a The FDF contract or subcontract for supplies or services under which the use of the facilities is or may be authorized.

B. Facilities to be provided.

(1) The Contractor, at FDF expense and subject to the provisions of this contract, shall acquire, construct, or install the facilities and perform the related work as described in the Schedule.

(2) FDF, subject to the provisions of this contract, shall furnish to the Contractor the facilities identified in the Schedule A (Part 6) as DOE-furnished facilities. The

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

Contractor, at FDF expense, shall perform the work with respect to those DOE-furnished facilities as is described in the Schedule.

C. Title in the facilities.

(1) The DOE shall retain title to all The DOE-furnished property.

(2) Title to all facilities and components shall pass to and vest in The DOE upon delivery by the vendor of all such items purchased by the Contractor for which it is entitled to be reimbursed as a direct item of cost under this contract.

(3) Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the DOE upon--

(I) Issuance of the property for use in performing this contract;

(ii) Commencement of processing or use of the property in performing this contract; or

(iii) Reimbursement of the cost of the property by FDF, whichever occurs first.

(4) Title to the facilities shall not be affected by their incorporation into, or attachment to, any property not owned by the DOE, nor shall any item of the facilities become a fixture or lose its identity as personal property by being attached to any real property. The Contractor shall keep the facilities free and clear of all liens and encumbrances and, except as otherwise authorized by this contract or by the Contract Administrator, shall not remove or otherwise part with possession of, or permit the use by others of, any of the facilities.

(5) The Contractor may, with the written approval of the Contract Administrator, install, arrange, or rearrange, on the DOE-furnished premises, readily movable machinery, equipment, and other items belonging to the Contractor. Title to any such item shall remain in the Contractor even though it may be attached to real property owned by the Government, unless the Contract Administrator determines that it is so permanently attached that removal would cause substantial injury to Government property.

(6) The Contractor shall not construct or install, at its own expense, any fixed improvement or structural alterations in Government buildings or other real property without advance written approval of the Contract Administrator. Fixed improvement, or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property, that, after completion, cannot be

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

removed without substantial loss of value or damage to the premises. The term does not include foundations for production equipment.

- D. Access. The DOE, FDF, and any persons designated by it shall, at all reasonable times, have access to the premises where any of the facilities are located.
- E. Indemnification of the DOE and FDF. The Contractor shall indemnify the DOE, FDF and hold them harmless against claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the facilities, except as specified in the clause at FAR 52.228-7, Insurance--Liability to Third Persons. However, the provisions of the Contractor's related contracts shall govern any assumption of liability by the DOE and / or FDF for claims arising under such related contracts.

- G. Late delivery, diversion, and substitution.

(1) FDF shall not be liable for breach of contract for any delay in delivery or nondelivery of facilities to be furnished under this contract.

(2) FDF has the right, at its expense, to divert the facilities under this contract by directing the Contractor to--

(i) Deliver any of the facilities to locations other than those specified in the Schedule; or

(ii) Assign purchase orders or subcontracts for any of the facilities to The DOE or third parties.

(3) FDF may furnish any facilities instead of having the Contractor acquire or construct them. In such event, the Contractor is entitled to reimbursement for the cost related to the acquisition or construction of the facilities, including the cost of terminating purchase orders and subcontracts.

(4) Appropriate equitable adjustment may be made in any related contract that so provides and that is affected by nondelivery, delay, diversion, or substitution under this paragraph (g).

- H. Representations and warranties.

(1) FDF makes no warranty, express or implied, regarding the condition or fitness for use of any facilities. To the extent practical, the Contractor shall be allowed to inspect all the facilities to be furnished by FDF before their shipment.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

(2) If the Contractor receives facilities in a condition not suitable for the intended use, the Contractor shall, within 30 days after receipt and installation thereof, so notify the Contract Administrator, detailing the facts, and, as directed by the Contract Administrator and at FDF expense, either (i) return such item or otherwise dispose of it or (ii) effect repairs or modifications. An appropriate equitable adjustment may be made in any related contract that so provides and that is affected by the return, disposition, repair, or modification of any facilities.

(i) Supersedure. Upon acquisition, construction, or installation of the facilities called for by this contract, or any usable increment of the facilities, and acceptance by FDF, the facilities shall then be subject to the provisions of the facilities contract that authorizes the use of the items.

SC-46 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (June 1997)

Refer to the General Provisions and place the article titled Buy American Act - Construction Materials with the following.

A. Definitions. As used in this clause--

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

- B. (1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows:

[List applicable excepted materials or indicate "None"]

(3) Other foreign construction material may be added to the list in paragraph B(2) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph B(2) of this clause.

- C. Request for determination.

(1) Contractors requesting to use foreign construction material under paragraph B(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph B(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(I) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

SC-47 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS -SEALED BIDDING (OCT 1995)

Refer to General Provisions and replace article entitled PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING(DEC 1991) with the following.

- A. This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.804-2(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.804-1 applies.
- B. If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because
 - (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,
 - (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or
 - (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

paragraph (a) of this clause © Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

D (1) If the Contract Administrator determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(I) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contract Administrator should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contract Administrator.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) (I) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contract Administrator based upon the facts shall be allowed against the amount of a contract price reduction if--

(a) The Contractor certifies to the Contract Administrator that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(b) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

(ii) An offset shall not be allowed if--

(a) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(b) FDF proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

E. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date FDF is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

SC-48 SUBCONTRACTOR COST OR PRICING DATA-- MODIFICATIONS--SEALED BIDDING (Dec 1995)

Refer to General Provisions and replace article entitled PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS-(DEC 1991) with the following.

(A) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1); and

(2) Be limited to such modifications.

B. Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits,

SPECIAL TERMS & CONDITIONS

SOUTHERN WASTE UNITS (SWU) EXCAVATION / ON SITE DISPOSAL FACILITY (OSDF) PHASE II

expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.

- C The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection FAR 15.804-4 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- D The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1).